matter of general law, unless it fixes the time of payment. Undoubtedly it is convenient that the resolution should specify the date of payment, since interest will run from that time. *McCoy* v. *The World's Columbian Exposition*, 186 Ill. 356, 57 N. E. 1043; *Gould* v. *Town of Oneonta*, 71 N. Y. 298. But the effect of a call is merely to mature the liability upon the subscription. *South Milwaukee Co.* v. *Murphy*, 112 Wis. 614, 88 N. W. 583. See 1 MORAWETZ, PRIVATE CORPORATIONS, 2 ed., §§ 143, 144. And there is no strong reason why, in the absence of a date, the resolution should not be treated as fixing the time of payment to be upon demand. This view has been taken in this country and would seem to give a more sensible result. *Western Improvement Co.* v. *Des Moines National Bank*, 103 Iowa, 455, 72 N. W. 657. See 1 COOK, CORPORATIONS, 6 ed., §§ 115, 116.

CRIMINAL LAW — JURISDICTION — BLOW IN OWN COUNTY AND DEATH IN ANOTHER. — Blows were struck by the defendant in county A, from the effects of which the victim died in county B. The defendant was tried and convicted in county B under a statute which provided that where a homicide was committed over two counties that the venue might be laid in either. The state constitution, however, assures the accused of a fair trial in the county where the offense was committed. *Held*, that the conviction be sustained. *State* v. *Criqui*, 185 Pac. 1063 (Kan.).

For a discussion of the principles involved, see NOTES, p. 843, *supra*.

DAMAGES — MEASURE OF DAMAGES — DUTY OF INNOCENT PARTY TO ACCEPT OFFER OF DEFAULTING PARTY IN MITIGATION OF DAMAGES. — The defendant contracted to sell the plaintiff a quantity of silk "delivery as required" during a period of nine months, payment to be made for each installment within one month of delivery. Owing to a mishap, payment for the first installment delivered was delayed about three weeks and the defendant thereupon refused to go ahead with future deliveries unless cash were paid. This the plaintiff refused to do; and he brought an action for breach of contract, claiming as damages the difference between the contract price and the market price at the time for performance. *Held*, that his damages be limited to the expense he would have incurred had he accepted the defendants' offer. *Payzu, Ltd.* v. *Saunders*, [1919] 2 K. B. 581.

For a discussion of this case, see NOTES, p. 856, *supra*.

DOMICILE — EVIDENCE OF INTENT TO CHANGE AS BETWEEN TWO RESIDENCES. — The testator, having both a city and a country residence, with domicile at the latter, instructed his attorney to declare the former his residence in a will reading: "I, William D. Winsor, of the city of Philadelphia, etc." A statute required wills to be probated within the county where the testator had his "family or principal residence" (1917 PENN. LAWS, 148, § 4). Probate was granted in Philadelphia and the register of wills of the county where the country home was situated appealed. *Held*, that the appeal be dismissed. *In re Winsor's Estate*, 107 Atl. 888 (Pa.).

However many residences the testator may have, there is but one domicile. *Somerville* v. *Lord Somerville*, 5 Ves. 750; *Hairston, Jr.* v. *Hairston*, 27 Miss. 704. To change the domicile three things must concur: first, an abandonment of the former domicile; second, actual residence; third, the intention to establish a home. See STORY, CONFL. LAWS, § 44. Residence in fact without more, however, does not constitute that "family or principal residence" which in such a statute should be construed to mean domicile. See JACOBS, DOMICILE, § 73. Nor between two residences can the mere willing change the domicile, for the intent is a fact determinable from all the circumstances and a declaration is of slight weight as evidence. *In re Harkness' Estate*, 183 App.

Div. 396, 170 N. Y. Supp. 1024; *Smith* v. *Smith's Ex'r*, 122 Va. 341, 94 S. E. 777. Where the testator has paid taxes, has his family home, exercises the rights of citizenship, and makes his will describing himself as a citizen of that place, there undoubtedly is his domicile. *Carey's Appeal*, 75 Pa. St. 201. In the absence of these substantiating acts, however, there would seem to be no evidence sufficiently strong to indicate a change of the domicile. Even an unequivocal declaration of intent would not rebut the presumption against abandonment of the prior domicile. *Forbes* v. *Forbes*, Kay, 341; *Gilman* v. *Gilman*, 52 Me. 165; *Pickering* v. *Cambridge*, 144 Mass. 244, 10 N. E. 827.

EQUITY — JURISDICTION — ADEQUACY OF LEGAL REMEDY WHERE THERE IS A RECOVERY IN QUASI-CONTRACT — ACCOUNT. — The defendants, stockholders in a corporation, fraudulently induced the plaintiff, another stockholder, to sell his shares to them and to promise not to reëngage in a similar business for five years. The defendants having sold the stock to a competing concern at a profit, the plaintiff brings an action in equity to rescind the transaction and to have an accounting of the proceeds. *Held*, that the complaint states no ground for equitable relief. *Falk* v. *Hoffman*, 179 N. Y. Supp. 428 (App. Div.).

In England, when property has been procured by actual fraud, equity has freely exercised its jurisdiction to impose a constructive trust upon the proceeds, even though an adequate remedy could be had at law in quasi-contract. *Hill* v. *Lane*, L. R. 11 Eq. 215. See *Slim* v. *Croucher*, 1 De G., F. & J., 518, 523, 528; *Anderson* v. *Eggers*, 49 Atl. 578, 580 (N. J.). The reason seems to be that, originally, all cases of fraud were in the exclusive jurisdiction of equity, and equity refuses to be ousted of a jurisdiction exercised before the legal remedy was devised. See 1 POMEROY, EQ. JURIS., 4 ed., § 278; 2 *Id.*, § 912. However, the contrary doctrine obtains generally in the United States. *Buzard* v. *Houston*, 119 U. S. 347; *Curriden* v. *Middleton*, 232 U. S. 633. See 2 POMEROY, EQ. JURIS., 4 ed., § 914. But where special circumstances exist, such as insolvency, which will cause the legal remedy to be clearly inadequate, equity will exercise its jurisdiction. *Bosley* v. *The National Machine Co.*, 123 N. Y. 550, 25 N. E. 990; *American Sugar Refining Co.* v. *Fancher*, 145 N. Y. 552, 40 N. E. 206. The principal case is in accordance with the American doctrine. *Equitable Life Assurance Society* v. *Brown*, 213 U. S. 25. But the doctrine seems unfortunate in that it leads to unnecessary and prolonged litigation; equity has a legitimate ground for granting relief and should do so. The accounting in the instant case is properly held not to be sufficient of itself to give equity jurisdiction, for no mutual accounts, complication, or fiduciary relationship appear. *Stitzer* v. *Fonder*, 214 Pa. St. 117, 63 Atl. 421; *Taff Vale Railway Co.* v. *Nixon*, 1 H. L. Cas. 110; *Harvey* v. *Sellers*, 115 Fed. 757. See Langdell, "A Brief Survey of Equity Jurisdiction," 3 HARV. L. REV. 236, 246. See also 23 HARV. L. REV. 304. But a decree for an accounting would have been possible, as incidental to other equity relief, if the court had imposed a constructive trust. See 5 POMEROY, EQ. JURIS., 4 ed., § 2354.

EVIDENCE — GENERAL PRINCIPLES AND RULES OF EXCLUSION — EVIDENCE OF TRAILING OF ACCUSED BY BLOODHOUNDS. — The defendant was on trial for arson. A witness was permitted, over defendant's objection, to testify that dogs trained in the art of trailing human beings were set on to a well-defined track near the burned lumber yard and followed the tracks to the defendant's bed. *Held*, that there was no error. *State* v. *Yearwood*, 101 S. E. 513 (N. C.).

Evidence of trailing by bloodhounds is, by the weight of authority, admissible as a circumstance tending to connect the defendant with the crime. *Hargrove* v. *State*, 147 Ala. 97, 41 So. 972; *State* v. *Adams*, 85 Kan. 435, 116